

and  
INDEPENDENT TRANSIT COMPANY  
AGREEMENT OF PURCHASE AND SALE OF PARCEL NUMBER 7  
NEW YORK STREETS PROJECT, U.R. MASS. 2-1

---

AGREEMENT entered into this second day of June, 1958, by and between the Boston Redevelopment Authority, a body politic and corporate, organized and existing pursuant to Chapter 121 of the General Laws of the Commonwealth of Massachusetts, its successors and assigns, hereinafter referred to as the "Authority" and INDEPENDENT TRANSIT COMPANY, a Massachusetts corporation, hereinafter referred to as the "Redeveloper", its successors, assigns, and grantees.

WHEREAS, on September 1, 1954, the Boston Housing Authority adopted a Land Assembly and Redevelopment Plan, "New York Streets Project" which plan is hereby incorporated by reference and made a part of this agreement; said plan being recorded in Suffolk Registry of Deeds, Book 7244, Page 18; and

WHEREAS, the Boston Housing Authority has, pursuant to the United States Housing Act of 1949, as amended, and Chapter 121 of the General Laws of Massachusetts, as amended, acquired and cleared a certain parcel of land, shown as Parcel No. 7 on a plan entitled: "Urban Renewal Division, Boston Housing Authority, New York Streets Project, U. R. Mass. 2-1, Land Disposition Plan, Hayden, Harding & Buchanan, Inc. Consulting Engineers, Boston 35, Massachusetts", (hereinafter called "The Plan"), dated March 6, 1957, revised June 26, 1957; and

WHEREAS, the Cerel-Druker Redevelopment Corporation has, in a writing addressed to the Authority, waived its rights to purchase said Parcel No. 7 and has assented to the sale thereof by the Authority to the Redeveloper; and

WHEREAS, the Redeveloper has agreed to purchase said parcel of land and to hold the same pursuant to and in conformity with the Redevelopment Plan; and

WHEREAS, the Public Improvement Commission of the City of Boston has discontinued Oswego and Oneida Streets within the project area by a Discontinuance Order filed in the Suffolk Registry of Deeds, Book 7233, Page 501; and

WHEREAS, the Redeveloper has asserted a claim for damages against the Public Improvement Commission of the City of Boston, arising out of the discontinuance of said streets; and



WHEREAS, the Boston Housing Authority and its successors and assigns, under a Cooperation Agreement with the City of Boston relative to certain New York Streets Project would be obligated to reimburse the City for any damages which said City might suffer as a result of the discontinuance of said streets; and

WHEREAS, by an Agreement entitled "Agreement Effecting Transfer of Land Assembly and Redevelopment Projects from the Boston Housing Authority to the Boston Redevelopment Authority", executed December 20, 1957, the said Boston Redevelopment Authority took over all land assembly and redevelopment projects instituted by the Boston Housing Authority and agreed to assume, exercise, continue, perform and carry out all undertakings, duties, rights, powers, plans and activities of the Housing Authority relating to the "New York Streets Project"; and

WHEREAS, the Redeveloper is prepared to release the Public Improvement Commission of the City of Boston and the Boston Housing Authority from all liability for said discontinuance.

NOW, THEREFORE, each of the parties hereto for and in consideration of the promises and agreements of the other party hereto, does COVENANT and AGREE as follows:

1. In consideration of:

(a) Seven Thousand One Hundred Ninety-five Dollars and Twenty Cents (\$7,195.20) paid to it by the Redeveloper;

(b) The execution by the Redeveloper of a release of the Public Improvement Commission of the City of Boston, the City of Boston, the Boston Housing Authority and the Boston Redevelopment Authority from all liability arising out of the discontinuance of Oswego and Oneida Streets, or any portion thereof as public ways;

the Boston Redevelopment Authority shall:

(a) pay to the Redeveloper One Thousand Eight Hundred Dollars and Twenty Cents (\$1800.20);

(b) convey to the Redeveloper said parcel #7 consisting of five thousand nine hundred ninety-six and three hundredreths (5996.03) square feet, more or less, as shown on said Land Disposition Plan.



The Redeveloper shall accept delivery of the deed and make payment for the same by cash or certified check within ninety (90) days of dispatch of written notice to the Redeveloper by the Authority that the Authority has received approval of the terms and provisions of this Agreement from the Housing and Home Finance Agency, an agency of the Government of the United States of America, (reference is made to section 5 hereof). At the time of delivery of the deed, the Redeveloper shall also execute and deliver to the Authority the aforesaid release and the Authority shall make the payments to the Redeveloper provided for by the terms and provisions of this Agreement. Upon the execution of this Agreement, the Redeveloper shall deposit with the Authority cash or a certified check in an amount equal to ten percent (10%) of the purchase price of Seven Thousand One Hundred Ninety-five Dollars and Twenty Cents (\$7,195.20). In the event the Redeveloper fails to accept conveyance within said ninety (90) days period, make payment for the land, and execute said release, said deposit shall be retained by the Authority as liquidated damages and all other rights of the parties under this Agreement shall cease.

2. The Redeveloper, his successors, assigns, and lessees, agree to refrain from effecting or executing any covenant, agreement, lease, conveyance or other instrument, whereby the property conveyed to him by virtue of this instrument is restricted upon the basis of race, creed or color in the sale, lease or occupancy thereof. This covenant shall run with the land.

The Redeveloper, his successors, assigns, and lessees agree that:

- (1) he will not, without prior written consent of the Authority sell or convey the land sold to him pursuant to this Agreement during the life of the redevelopment<sup>plan</sup>/for a consideration greater than the actual cost to the Redeveloper of the land, including the costs of any improvements made thereon and carrying charge, or
- (2) that he shall not so sell or convey said land until after completion of any contemplated construction, or
- (3) if remaining vacant, he may sell or convey such land only in conjunction with the Purchaser's presently owned property in the project area as one parcel.



3. At the closing of title all taxes or payments in lieu of taxes upon the property conveyed shall be adjusted and apportioned between the parties as of the date of the delivery of the deed.

4. The Redeveloper, his successors, assigns, and lessees, agree to hold the property acquired pursuant to this Agreement subject to the Redevelopment Plan promulgated by the Authority and recorded with Suffolk Registry of Deeds, Book 7244, Page 18.

5. It is understood by the parties hereto that the terms and provisions of this Agreement and the rights and obligations to which they give rise are subject to the concurrence of the Housing and Home Finance Agency, an agency of the Government of the United States of America.

6. All terms, covenants, and conditions of this Agreement which involve the performance of any act or obligations after the delivery of the deed shall survive delivery of the deed.

IN WITNESS WHEREOF, the BOSTON REDEVELOPMENT AUTHORITY by its duly authorized representative and INDEPENDENT TRANSIT COMPANY have hereunto set their hands and seals on the day above written.

WITNESS:

BOSTON REDEVELOPMENT AUTHORITY

Kare Surman

BY

Joseph W. Lund

TITLE:

Chairman

INDEPENDENT TRANSIT COMPANY

Isaac Wager

BY

Jacob Epstein

TITLE:

Treasurer



CERTIFICATE OF RECORDING OFFICER  
OF  
BOSTON REDEVELOPMENT AUTHORITY

The undersigned hereby certifies as follows:

(1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.

(2) That the following vote is a true and correct copy of the vote as finally adopted at a meeting of the Authority held on the twenty-first day of May, 1958 and duly recorded in his office:-

VOTED: That the form of agreement just presented to this meeting be, and it hereby is, approved, and that the Chairman, Joseph W. Lund, be and he hereby is, authorized and directed to execute and deliver an agreement in or substantially in such form in the name of the Independent Transit Company of Boston, and that the Secretary be, and he hereby is authorized to affix thereto and attest the seal of the Boston Redevelopment Authority, conveying Parcel No. 7 as shown in said New York Streets Project Area UR Mass. 2-1 as shown on a plan entitled "Urban Renewal Division, Boston Housing Authority, New York Streets Project UR Mass. 2-1, Land Disposition Plan" by Hayden, Harding & Buchanan, Inc., Consulting Engineers, Boston 35, Massachusetts, dated March 6, 1957, revisions June 26, 1957.

(3) That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in the proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the form of agreement presented to the said meeting was an exact copy of the agreement to which the within certificate is attached.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Joseph W. Lund is the Chairman of said Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this *second* day of *June* 1958.

*Karl Simonian*  
\_\_\_\_\_  
Secretary

LS





CERTIFICATE OF CLERK OF INDEPENDENT TRANSIT COMPANY

I, the undersigned, duly elected secretary of the Independent Transit Company, a Massachusetts corporation, hereby certify that the following votes were unanimously approved and passed at a meeting of the Board of Directors of said corporation held on May 7, 1958.

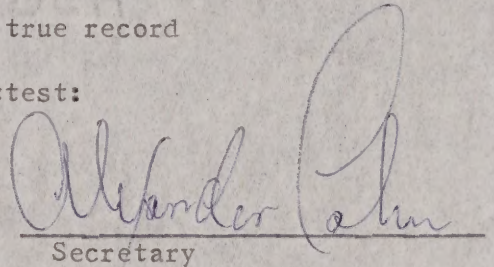
I further certify that the said meeting was called and held in accordance with the law and the By-Laws of the Corporation and that all of the Directors were present at the meeting:

VOTED: That the Corporation execute the proposed agreement of sale of land from the Boston Redvelopment Authority for 5996.03 square feet of land adjacent to land now owned by the Corporation for the sum of \$7,195.20, and that Jacob Epstein, the Treasurer, is hereby authorized on behalf of said corporation to execute said agreement and sign, execute and deliver any and all papers necessary to effectuate this transaction.

I further certify that said votes have not been rescinded by the Directors of this corporation and that Jacob Epstein is the duly elected Treasurer of the said corporation.

A true record

Attest:

  
Secretary

Dated this 12th day of May, 1958



